

# **Exhibit C**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ASHLEY GJOVIK,

Plaintiff,

v.

APPLE INC.,

Defendant.

Case No. 23-cv-4597-EMC

**AGREED PROTECTIVE ORDER  
REGARDING THE DISCLOSURE  
AND USE OF DISCOVERY  
MATERIALS**

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1     1.     PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action are likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public disclosure and from use  
4     for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties  
5     hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
6     parties acknowledge that this Order does not confer blanket protections on all disclosures or responses  
7     to discovery and that the protection it affords from public disclosure and use extends only to the  
8     limited information or items that are entitled to confidential treatment under the applicable legal  
9     principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
10    Protective Order does not entitle them to file confidential information under seal; Civil Local Rule  
11    79-5 sets forth the procedures that must be followed and the standards that will be applied when a  
12    party seeks permission from the court to file material under seal.

13    2.     DEFINITIONS

14           2.1    Challenging Party: a Party or Non-Party that challenges the designation of information  
15    or items under this Order.

16           2.2    "CONFIDENTIAL" Information or Items: information (regardless of how it is  
17    generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
18    Civil Procedure 26(c).

19           2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
20    as their support staff).

21           2.4    Designating Party: a Party or Non-Party that designates information or items that it  
22    produces in disclosures or in responses to discovery as "CONFIDENTIAL."

23           2.5    Disclosure or Discovery Material: all items or information, regardless of the medium  
24    or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
25    transcripts, and tangible things), that are produced or generated in disclosures or responses to  
26    discovery in this matter.

27           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to the  
28    litigation who has been retained by a Party or its counsel to serve as an expert witness or as a

1 consultant in this action.

2 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel  
3 does not include Outside Counsel of Record or any other outside counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
5 entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action  
7 but are retained to represent or advise a party to this action and have appeared in this action on behalf  
8 of that party or are affiliated with a law firm which has appeared on behalf of that party.

9 2.10 Party: any party to this action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material  
12 in this action.

13 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,  
15 or retrieving data in any form or medium) and their employees and subcontractors.

16 2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
17 “CONFIDENTIAL.”

18 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party.

### 20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected Material (as  
22 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
23 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
25 However, the protections conferred by this Stipulation and Order do not cover the following  
26 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
27 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
28 publication not involving a violation of this Order, including becoming part of the public record

1 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
2 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
3 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
4 Protected Material at trial shall be governed by a separate agreement or order.

#### 5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
7 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
8 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
9 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
10 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
11 limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
14 Non-Party that designates information or items for protection under this Order must take care to limit  
15 any such designation to specific material that qualifies under the appropriate standards. The  
16 Designating Party must designate for protection only those parts of material, documents, items, or  
17 oral or written communications that qualify – so that other portions of the material, documents, items,  
18 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
19 of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
21 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
22 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
23 other parties) expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it designated for  
25 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
26 that it is withdrawing the mistaken designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
28 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or

1 Discovery Material that qualifies for protection under this Order must be clearly so designated before  
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) For information in documentary form (e.g., paper or electronic documents, but  
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
6 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion  
7 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
8 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents or materials available for inspection need not  
10 designate them for protection until after the inspecting Party has indicated which material it would  
11 like copied and produced. During the inspection and before the designation, all of the material made  
12 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
13 identified the documents it wants copied and produced, the Producing Party must determine which  
14 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
15 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page  
16 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
18 appropriate markings in the margins).

19 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
20 Designating Party identify on the record, before the close of the deposition, hearing, or other  
21 proceeding, all protected testimony.

22 (c) for information produced in some form other than documentary and for any other  
23 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
24 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion  
25 or portions of the information or item warrant protection, the Producing Party, to the extent  
26 practicable, shall identify the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
28 designate qualified information or items does not, standing alone, waive the Designating Party’s right

1 to secure protection under this Order for such material. Upon timely correction of a designation, the  
2 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
3 the provisions of this Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
6 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
8 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
9 confidentiality designation by electing not to mount a challenge promptly after the original  
10 designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
12 by providing written notice of each designation it is challenging and describing the basis for each  
13 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite  
14 that the challenge to confidentiality is being made in accordance with this specific paragraph of the  
15 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the  
16 process by conferring directly (in voice to voice dialogue; other forms of communication are not  
17 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
18 explain the basis for its belief that the confidentiality designation was not proper and must give the  
19 Designating Party an opportunity to review the designated material, to reconsider the circumstances,  
20 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
21 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in  
22 this meet and confer process first or establishes that the Designating Party is unwilling to participate  
23 in the meet and confer process in a timely manner.

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
25 intervention, the Challenging Party may file and serve a motion to challenge confidentiality under  
26 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) at any time after the  
27 meet and confer process fails to resolve their dispute. Each such motion must be accompanied by a  
28



1 competent declaration affirming that the movant has complied with the meet and confer requirements  
2 imposed in the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
4 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
5 expenses and burdens on other parties) may expose the Challenging Party to sanctions. All parties  
6 shall continue to afford the material in question the level of protection to which it is entitled under  
7 the Producing Party's designation until the court rules on the challenge.

## 8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
10 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
11 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
12 categories of persons and under the conditions described in this Order. When the litigation has been  
13 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
16 secure manner that ensures that access is limited to the persons authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by  
18 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
19 information or item designated "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees  
21 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
22 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is  
23 attached hereto as Exhibit A;

24 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
25 Party to whom disclosure is reasonably necessary for this litigation;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
27 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement  
28 to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense

1 of seeking protection in that court of its confidential material – and nothing in these provisions should  
 2 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
 3 directive from another court.

4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
 5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
 7 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
 8 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing  
 9 in these provisions should be construed as prohibiting a Non-Party from seeking additional  
 10 protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
 12 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
 13 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all  
 15 of the information requested is subject to a confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in  
 17 this litigation, the relevant discovery request(s), and a reasonably specific description of the  
 18 information requested; and

19 (3) make the information requested available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days  
 21 of receiving the notice and accompanying information, the Receiving Party may produce the Non-  
 22 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a  
 23 protective order, the Receiving Party shall not produce any information in its possession or control  
 24 that is subject to the confidentiality agreement with the Non-Party before a determination by the court.  
 25 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking  
 26 protection in this court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

# 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

Pursuant to Fed. R. Evid. 502(d), the production of a privileged or work-product-protected document, whether inadvertent or otherwise, is not a waiver of privilege or protection from discovery in this case or in any other federal or state proceeding. For example, the mere production of privileged or work-product-protected documents in this case as part of a mass production is not itself a waiver in this case or in any other federal or state proceeding.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

# 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal

1 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant  
2 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected  
3 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under  
4 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local  
5 Rule 79-5 is denied by the court, then the Receiving Party may file the information in the public  
6 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
9 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
10 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
11 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
12 Protected Material is returned or destroyed, the Receiving Party must submit a written certification  
13 to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
14 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
15 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
16 compilations, summaries or any other format reproducing or capturing any of the Protected Material.  
17 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
18 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
19 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if  
20 such materials contain Protected Material. Any such archival copies that contain or constitute  
21 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 Dated:

Respectfully submitted,

3 By:

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9 *Pro Se Plaintiff*

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*Attorneys for Defendant*

**[PROPOSED] ORDER**

The above STIPULATION & PROPOSED ORDER is approved as the Protective Order Regarding the Disclosure and Use of Discovery Material for this case and all parties shall comply with its provisions. [In addition, the Court makes the further orders stated below:]

IT IS SO ORDERED:

Dated:

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Hon. Edward M. Chen  
United States District Court Judge

**EXHIBIT A**

I, \_\_\_\_\_, acknowledge and declare that I have received a copy of the Protective Order (“Order”) in *Ashley Gjovik v. Apple Inc.*, United States District Court, Northern District of California, San Francisco Division, Civil Action No. 23-cv-4597-EMC. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: \_\_\_\_\_

Present occupation/job description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Company or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]